



# Price Agreement Amendment

Page 1 of 1  
Printed: 7/14/2006

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
CAPITOL HILL  
PROVIDENCE RI 02908

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CARDIAC SCIENCE CORPORATION  
3303 MONTE VILLA PKWY  
BOTHELL WA 98021

## AUTO. EXTERNAL DEFIBRILLATOR

Amendment Date: 07/11/2006  
Original Award Date: 01/30/2006  
Buyer: MILLER, ALMA E  
Phone #: (401) 222 - 2142 ext. 124  
FOB: F.O.B., Destination  
  
Terms: Net 30

Change Order Number

1

Award Number

**68M00343769**

Effective Period:

01/01/2006 - 12/31/2006

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ADMINISTRATION  
MASTER PRICE AGREEMENT  
RELEASE AGAINST RI MPA

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ADMINISTRATION  
MASTER PRICE AGREEMENT  
RELEASE AGAINST RI MPA

Change Order Note: CHANGE ORDER #1

Department				Bid Number	C/O Req #
ADMINISTRATION				MPA-370	B05872
Item	Class-Item	Bid #	Requisition #	Unit	Unit Price
	CHANGE ORDER #1  CHANGE TO PO #68M00343769 DATED 1/30/06  ADD THE ATTACHED PAGES TO THE MPA.				

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at [www.purchasing.state.ri.us](http://www.purchasing.state.ri.us).

Delivery of goods or services as described herein shall be deemed acceptance of these requirements.

STATE PURCHASING AGENT/DESIGNEE

ACCOUNTING

DATE RELEASED

**Cardiac Science Corporation Automated External Defibrillators (AEDs)**

Model #	Description	Net Price \$
9300A-201	<b>Powerheart AED G3 Fully Automatic package</b> with voice & text display; biphasic waveform, and internal memory. 9146 Battery	\$1,295.00
9300E-201	<b>Powerheart AED G3 Semi-Automatic package</b> with voice & text display; biphasic waveform & internal memory. 9146 Battery.	\$1,295.00
9300"A" or "E"-501 "New" AHA/ERC aligned part number	<b>Same as above</b>	\$1,295.00
9300P-201	<b>Powerheart AED G3 Pro</b> with ECG color display, manual override, configurable biphasic energy protocols and detection rates, optional 3-lead continuous ECG patient monitoring, multiple rescue internal memory, (non-rechargeable battery) 9145-001 Battery.	\$2,900.00

*Each AED package includes: (1) Defibrillator (Choose from above), (1) IntelliSense Lithium Battery, (1) pair of adult defibrillation pads, PN: 9131-001, and (1) Quick Start Tool Kit, PN: 180-0037-001 (includes Quick Start Guide, CD-ROM with AED Manual, Training Video, RescueLink and MDLink, and serial communication cable. (Not included with 9300P-201).*

**Delivery Systems**

Model #	Description	Net Price \$
168-6000-001	Carrying case for 9300 series AED.	\$99.00
9131-001	Defibrillation pads (adult) with two-year shelf life	\$32.00
5550-003	Ready Kit for 9300 series AED G3: includes nitrile gloves, razor, scissors, towel, 4" gauze, antiseptic wipes, and one-way filter mask. Caribiner attachment.	\$48.00
180-2021-001	AED wall mount storage case with strobe light alarm	\$320.00

**CARDIAC SCIENCE**

**STATE OF RHODE ISLAND AED CONTRACT #MPA-370**  
**CONTRACT SUMMARY**  
**Effective 1/1/2006/Expires 12/31/06**

1. Part numbers are attached per price list.
2. Maximum Order: NONE
3. Minimum Order: NONE
4. Geographic Coverage: Authorized Rhode Island State Agencies, Political Subdivisions (Please provide authorized user list).
5. Point of Production: Deerfield, WI.
6. Pricing Stated: Net Price
7. Quantity Discounts: None
8. Payment Terms: Net 30 days
- 9a. Government Credit Card: Accepted
- 9b. Gov. Credit Card Discount: None
10. Foreign Items: None
- 11a. Time of Delivery: Within 14 days after receipt of order (ARO).
- 11b. Shipping: No Charge. Customer is responsible for paying the difference between normal and expedited freight charges.
12. Shipping Terms: F.O.B. Destination
13. Ordering Address: Cardiac Science Corporation  
Attn: Customer Service  
3303 Monte Villa Parkway  
Bothell, WA 98021-8969  
Phone: 1-800-426-0337  
Fax: 425-402-2001
14. Payment/Remit To Address: Cardiac Science Corporation  
Dept. 0587  
P O Box 125087  
Dallas, TX 75312-0587
15. Warranty Provisions: Warranty on AEDs is seven (7) years.  
Battery, electrodes and accessories warranted separately.
16. Preventive Maintenance: As stated in the Operation & Service Manual.
17. Year 2000 (Y2K) Compliant: Yes
18. Environmental Attributes: Lithium battery does not need to be recharged.
19. DUNS Number: 19-071-3797
- 20.. CCR Database Registration: Yes

21. Business Size: Large
22. FEIN: 94-3300396
23. SIC: #3845
24. WA State Resale #602-536-018
25. WI State Resale #005-0002390509-01
26. Type of Organization: Corporation
27. Type of Business: Manufacturer
28. Names of Officers, Owners, or Partners: See Attached.
29. Contract Administrator: Jeanne Thompson  
425-402-2321-Phone  
425-402-2005-Fax  
[jthompson@cardiacscience.com](mailto:jthompson@cardiacscience.com)
30. Renewal Periods: Yearly
31. Administrative Fee: None
32. Usage Report Due: Quarterly
33. Quick Payment Terms: None



## **TECHNICAL SUPPORT**

If technical assistance is necessary, our service technicians will attempt to resolve your issue via toll free phone. If necessary, we will arrange for an on site service visit or replacement of our product.

*\*Please have serial and model numbers available when phoning. These numbers are found on the underside of the AED unit.*

- Service Technicians are available 24 hours a day, 7 days a week.

Phone: 1-800-426-0337 or 888-466-8686

Fax: 425-402-2022

Email: techsupport@cardiacscience.com

- Repairs, when necessary, will be made at our Deerfield, Wisconsin facility:

Cardiac Science Corporation  
500 Burdick Parkway  
Deerfield, WI 53531

**RETURN INSTRUCTIONS:** \*Please obtain a valid Return Maintenance Authorization (RMA) prior to returning your equipment for repair. The RMA number will need to be noted on the outside of your box and sent to the attention of Technical Support.

Upon receipt of your equipment, you can expect a 2-week turn-a-round time for repair. If and when the equipment is not covered by our 7 year industry leading warranty, customer shall incur a \$195.00 evaluation fee plus the cost of parts.

- Loaner units will be provided at no charge (at the customer's request) within 24 hours.

## **PREVENTATIVE MAINTENANCE**

All devices come with the industry's only seven (7)-year parts & labor warranty. Our patented proprietary RescueReady feature performs daily, weekly, and monthly self-checks. An audio and visual alarm will alert the user if the AED is not ready for use in a rescue situation. Self- tests automatically check the battery, pads (presence and function), internal electronics, energy charge cycle, SHOCK/CONTINUE button, and software. This information can be found in the operations & service manual.



**CARDIAC SCIENCE**

**CUSTOMER SERVICE**

Cardiac Science Corporation's Customer Service Representatives are available Monday through Friday 5:00 AM until 4:30 PM Pacific Standard Time.

Order Address: 3303 Monte Villa Parkway  
Bothell, WA 98021-8969

Phone Toll-Free: 1-888-274-3342  
1-800-426-0337

**PAYMENT**

Remit To Address: Cardiac Science Corporation  
Dept. 0587  
P O Box 125087  
Dallas, TX 75312-0587

Bank Reference: Silicon Valley Bank  
3003 Tasman Drive  
Santa Clara, CA 95054  
Account Number: 3300497513  
ABA Routing Number: 121140399

Terms: Net 30 unless otherwise stated

Point of Contact: Kathi McMurtrey  
Credit Manager  
P: 425-402-2681  
F: 425-402-2012

**NORMAL DELIVERY**

Products are shipped from Cardiac Science Corporation's Manufacturing facility in Wisconsin within 14 days after receipt of order (ARO). Typically, 99% of orders are shipped within two days ARO. Products will be shipped via Federal Express (FEDEX) Ground. **Shipping and handling charges will be included.**



# Notice of Price Agreement Award

Page 1 of 4  
Printed: 2/24/2006

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
CAPITOL HILL  
PROVIDENCE RI 02908

V E N D O R	CARDIAC SCIENCE CORPORATION 3303 MONTE VILLA PKWY BOTHELL WA 98021	AUTO. EXTERNAL DEFIBRILLATOR	
		Award Number <b>68M00343769</b>	Effective Period: <b>1/1/06 - 12/31/06</b>

S H I P T O	ADMINISTRATION MASTER PRICE AGREEMENT RELEASE AGAINST RI MPA	Date: 01/30/2006 Buyer: ALMA MILLER Shipping: F.O.B., Destination Terms: Net 30	I N V O I C E	ADMINISTRATION MASTER PRICE AGREEMENT RELEASE AGAINST RI MPA

Department		Bid Number	Requisition Number
ADMINISTRATION		MPA-370	B05872
Item		Unit	Unit Price
	<p>1/1/06 - 12/31/06 WITH THE OPTION TO RENEW FOR TWELVE (12) MONTHS, AT THE SAME PRICE, AT THE SOLE DISCRETION OF THE STATE.</p> <p>MASTER PRICE AGREEMENT #370</p> <p>THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE.</p> <p>ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee.</p> <p>CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.</p> <p>STATEWIDE APPLICABILITY - Political Subdivisions (cities, towns, schools, quasi-public agencies), as authorized by law, may participate in this Agreement. All ordering and billing shall be between the vendor and the political subdivision (only).</p>		

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COPY

STATE PURCHASING AGENT/DESIGNEE



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Department		Bid Number	Requisition Number
ADMINISTRATION		MPA-370	B05872
Item		Unit	Unit Price
	<p>REPORTS - The Vendor agrees to provide the State with quarterly reports describing activity against this Price Agreement. If this is a Master Price Agreement, such reports shall include usage by municipalities, quasi-public agencies, schools, etc. All reports shall contain the following data: (1) Billing volume in dollars and (2) quantity shipped for each line item in the price agreement. When there are no line items in the price agreement, vendor shall report volume by catalog order numbers, with a brief description of each order number.</p> <p>Reports must be submitted to the RI Division of Purchases to the attention BUYER named in this notice, identifying the Agreement number and the Reporting Period. Quarterly reports shall be due 45 calendar days after the end of each quarter. Failure to submit required reports shall be considered a breach of the contractor's obligations and may be considered, at the discretion of the State Purchasing Agent, sufficient cause for the termination of the agreement and other outstanding agreements and orders, and possible suspension from participation in additional State procurements.</p> <p>AUTHORIZATION AND RELEASE. In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.</p> <p>A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered, using the pricing and format set forth in the Master Blanket. All pricing shall be as described in the Master Blanket and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected in Master Blanket.</p> <p>AWARDS EXTENDING BEYOND JUNE 30TH ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.</p>		

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Department			Bid Number	Requisition Number
ADMINISTRATION		MPA-370	B05872	
Item		Unit	Unit Price	
	THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.  A PHYSICIAN'S PRESCRIPTION IS REQUIRED IN ORDER TO OBTAIN AN AED.			
1.0	AUTOMATED EXTERNAL DEFIBRILLATOR POWERHEART G3 PRO #9300P201	EA	2,900.00	
2.0	AUTOMATED EXTERNAL DEFIBRILLATOR POWERHEART G3 #9300E-201	EA	1,295.00	
3.0	ACCESSORIES: CARRY CASE MODEL #168-6000-001	EA	99.00	
4.0	ADDITIONAL SET OF ADULT DEFIBRILLATION PADS MODEL #9131-001	EA	32.00	
5.0	READY KIT INCLUDES NITRILE GLOVES, RAZOR, SCISSORS, TOWEL, GAUZE, ANTISEPTIC WIPES, FILTER MASK. CARIBINER ATTACHMENT. MODEL #5550-003	EA	48.00	
6.0	AED WALL MOUNT STORAGE CASE WITH STROBE LIGHT ALARM MODEL #180-2021-001	EA	320.00	

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Department		Bid Number	Requisition Number
ADMINISTRATION		MPA-370	B05872
Item		Unit	Unit Price
	<p>SEE ATTACHED WARRANTY DESCRIPTION SHEET FOR INDIVIDUAL SYSTEM AND ACCESSORY WARRANTY COVERAGES.</p> <p>EACH INDIVIDUAL DEFIBRILLATOR SYSTEM IS INCLUSIVE OF THE FOLLOWING ITEMS: INTELLISENSE LITHIUM BATTERY, PAIR OF ADULT DEFIBRILLATION PADS, QUICK START TOOL KIT: INCLUDES QUICK START GUIDE, CD-ROM WITH AED MANUAL, TRAINING VIDEO, RESCUELINK AND MDLINK, AND SERIAL COMMUNICATION CABLE (NOT INCLUDED WITH 9300P-201).</p> <p>EVERY PERSON OR BUSINESS ENTITY PROVIDING GOODS OR SERVICES AT A COST OF \$5000 CUMULATED VALUE IS REQUIRED TO FILE AN AFFIDAVIT REGARDING POLITICAL CAMPAIGN CONTRIBUTIONS WITH THE RI STATE BOARD OF ELECTIONS EVEN IF NO REPORTABLE CAMPAIGN CONTRIBUTIONS HAVE BEEN MADE. (RI GENERAL LAW 17-27) FORMS OBTAINED AT BOARD OF ELECTIONS, CAMPAIGN FINANCE DIVISION, 50 BRANCH AVENUE, PROVIDENCE, RI 02904 (401-222-2056).</p> <p>DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY. PAYMENTS WILL BE AUTHORIZED UPON SUBMISSION OF PROPERLY RENDERED INVOICES NO MORE THAN MONTHLY TO THE RECEIVING AGENCY. ANY UNUSED BALANCE AT END OF BLANKET PERIOD IS AUTOMATICALLY CANCELLED.</p> <p>VENDOR TELEPHONE: 424-402-2321 VENDOR FAX: 425-402-2005</p>		

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STATE PURCHASING AGENT/DESIGNEE

## Limited Warranty for Powerheart AED G3 Pro

### Limited Warranty

Cardiac Science, Inc. ("Cardiac Science") warrants to the original purchaser that its AEDs and stated battery will be free of any defect in material and workmanship according to the terms and conditions of this Limited Warranty ("Limited Warranty"). For purposes of this Limited Warranty, the original purchaser is deemed to be the original end user of the product purchased. This Limited Warranty is NONTRANSFERABLE and UNASSIGNABLE.

### For How Long?

Seven (7) years from the date of the original shipment to the original purchaser for Powerheart AED G3 Pro automated external defibrillators. Disposable defibrillation pads shall be warranted until the expiration date. Lithium batteries (P/N 9145) have a full operational replacement warranty of one (1) year from the date of installation into a Powerheart AED G3 Pro (P/N 9300P-001/201) or 12 hours of use, whichever occurs first. One (1) year from the date of original shipment to the original purchaser for Cardiac Science AED accessories. The terms of the Limited Warranty in effect as of the date of original purchase will apply to any warranty claims.

### What You Must Do

Please complete and submit the Warranty Validation Form within 30 days of original shipment located at [http://www.cardiacscience.com/products/aed\\_warranty.cfm](http://www.cardiacscience.com/products/aed_warranty.cfm). If the purchaser does not have internet access, call (888) 466-8686 or +44.161.926.0000.

To obtain warranty service for your product, call us toll free at (888) 466-8686 or +44.161.926.0000 seven days a week, 24 hours a day. Our customer service representative will try to resolve your issue over the phone. If necessary, and at our sole discretion, we will arrange for service or a replacement of our product.

### What We Will Do

If your Cardiac Science product is returned within 30 days of the date it was purchased, at the direction of a customer service representative, we will replace it with a new product of equal value at no charge to you, provided the warranty applies.

If your Cardiac Science product is returned, at the direction of a customer service representative, after 30 days but within the warranty period, Cardiac Science, at its sole discretion, will repair your product or replace it. The repaired or replacement product will be warranted subject to the terms and conditions of this Limited Warranty for either (a) 90 days or (b) the remainder of the original warranty period, whichever is longer, provided the warranty applies and the warranty period has not expired.

### Obligations and Warranty Limits

#### Limited Warranty Obligation: Exclusive Remedy

THE FOREGOING LIMITED WARRANTY IS IN LIEU OF AND SPECIFICALLY EXCLUDES AND REPLACES ALL OTHER EXPRESSED OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Some states do not allow limitations on how long an implied warranty lasts, so this limitation may not apply to you.

NO PERSON (INCLUDING ANY AGENT, DEALER, OR REPRESENTATIVE OF CARDIAC SCIENCE) IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY CONCERNING CARDIAC SCIENCE PRODUCTS, EXCEPT TO REFER PURCHASERS TO THIS LIMITED WARRANTY.

YOUR EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER SHALL BE AS SPECIFIED ABOVE. CARDIAC SCIENCE SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, EXEMPLARY DAMAGES, COMMERCIAL LOSS FROM ANY CAUSE, BUSINESS INTERRUPTION OF ANY NATURE, LOSS OF PROFITS OR PERSONAL INJURY, EVEN IF CARDIAC SCIENCE HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES, HOWEVER OCCASIONED, WHETHER BY NEGLIGENCE OR OTHERWISE.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

### What This Warranty Does Not Cover

This Limited Warranty does not cover defects or damages of any sort resulting from, but not limited to, accidents, damage while in transit to our service location, alterations, unauthorized service, unauthorized product case opening, failure to follow instructions, improper use, abuse, neglect, fire, flood, war or acts of God. Cardiac Science makes no warranty claim as to the compatibility with Cardiac Science products with non Cardiac Science products.

### This Limited Warranty is Void If...

- Any Cardiac Science product is serviced or repaired by any person or entity other than Cardiac Science unless specifically authorized by Cardiac Science.
- Any Cardiac Science product case is opened by unauthorized personnel or if a product is used for an unauthorized purpose.
- Any Cardiac Science product is used in conjunction with incompatible parts or accessories, including but not limited to batteries. Parts and accessories are not compatible if they are not Cardiac Science products or the functional equivalent.

### If The Warranty Period has Expired...

If your Cardiac Science product is not covered by our Limited Warranty, call us toll free at (888) 466-8686 or +44.161.926.0000 for advice as to whether we can repair your Cardiac Science product, and for other repair information, including charges. Charges for non-warranty repairs will be assessed and are your responsibility. Upon completion of the repair, the terms and conditions of this Limited Warranty shall apply to such repair or replacement product for a period of 90 days.

This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

## Limited Warranty for Powerheart AED G3

### Limited Warranty

Cardiac Science, Inc. ("Cardiac Science") warrants to the original purchaser that its AEDs and stated battery operating life will be free of any defect in material and workmanship according to the terms and conditions of this Limited Warranty ("Limited Warranty"). For purposes of this Limited Warranty, the original purchaser is deemed to be the original end user of the product purchased. This Limited Warranty is NONTRANSFERABLE and UNASSIGNABLE.

### For How Long?

Seven (7) years from the date of the original shipment to the original purchaser for Powerheart AED G3 automated external defibrillators and G3 AED battery P/N (9146). Disposable defibrillation pads shall be warranted until the expiration date. Lithium batteries P/N (9146) have a full operational replacement warranty of four (4) years from the date of installation into a Powerheart AED G3. One (1) year from the date of original shipment to the original purchaser for Cardiac Science AED accessories. The terms of the Limited Warranty in effect as of the date of original purchase will apply to any warranty claims.

### What You Must Do

Please complete and submit the Warranty Validation Form within 30 days of original shipment located at [http://www.cardiacscience.com/products/aed\\_warranty.cfm](http://www.cardiacscience.com/products/aed_warranty.cfm). If the purchaser does not have internet access, call (888) 466-8686 or +45.4438.0539.

To obtain warranty service for your product, call us toll free at (888) 466-8686 or +45.4438.0539 seven days a week, 24 hours a day. Our customer service representative will try to resolve your issue over the phone. If necessary, and at our sole discretion, we will arrange for service or a replacement of our product.

### What We Will Do

If your Cardiac Science product is returned within 30 days of the date it was purchased, at the direction of a customer service representative, we will replace it with a new product of equal value at no charge to you, provided the warranty applies.

If your Cardiac Science product is returned, at the direction of a customer service representative, after 30 days but within the warranty period, Cardiac Science, at its sole discretion, will repair your product or replace it. The repaired or replacement product will be warranted subject to the terms and conditions of this Limited Warranty for either (a) 90 days or (b) the remainder of the original warranty period, whichever is longer, provided the warranty applies and the warranty period has not expired.

### Obligations and Warranty Limits

#### Limited Warranty Obligation: Exclusive Remedy

THE FOREGOING LIMITED WARRANTY IS IN LIEU OF AND SPECIFICALLY EXCLUDES AND REPLACES ALL OTHER EXPRESSED OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Some states do not allow limitations on how long an implied warranty lasts, so this limitation may not apply to you.

NO PERSON (INCLUDING ANY AGENT, DEALER, OR REPRESENTATIVE OF CARDIAC SCIENCE) IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY CONCERNING CARDIAC SCIENCE PRODUCTS, EXCEPT TO REFER PURCHASERS TO THIS LIMITED WARRANTY.

YOUR EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER SHALL BE AS SPECIFIED ABOVE. CARDIAC SCIENCE SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, EXEMPLARY DAMAGES, COMMERCIAL LOSS FROM ANY CAUSE, BUSINESS INTERRUPTION OF ANY NATURE, LOSS OF PROFITS OR PERSONAL INJURY, EVEN IF CARDIAC SCIENCE HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES, HOWEVER OCCASIONED, WHETHER BY NEGLIGENCE OR OTHERWISE.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

### What This Warranty Does Not Cover

This Limited Warranty does not cover defects or damages of any sort resulting from, but not limited to, accidents, damage while in transit to our service location, alterations, unauthorized service, unauthorized product case opening, failure to follow instructions, improper use, abuse, neglect, fire, flood, war or acts of God. Cardiac Science makes no warranty claim as to the compatibility with Cardiac Science products with non Cardiac Science products.

### This Limited Warranty is Void If...

- Any Cardiac Science product is serviced or repaired by any person or entity other than Cardiac Science unless specifically authorized by Cardiac Science.
- Any Cardiac Science product case is opened by unauthorized personnel or if a product is used for an unauthorized purpose.
- Any Cardiac Science product is used in conjunction with incompatible parts or accessories, including but not limited to batteries. Parts and accessories are not compatible if they are not Cardiac Science products or the functional equivalent.

### If The Warranty Period has Expired...

If your Cardiac Science product is not covered by our Limited Warranty, call us toll free at (888) 466-8686 or +45.4438.0539 for advice as to whether we can repair your Cardiac Science product, and for other repair information, including charges. Charges for non-warranty repairs will be assessed and are your responsibility. Upon completion of the repair, the terms and conditions of this Limited Warranty shall apply to such repair or replacement product for a period of 90 days.

This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

Effective on AED products shipped after April 12, 2004.

## **TERMS AND CONDITIONS OF PRICING AGREEMENT**

**SCOPE AND LIMITATIONS** - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

Under State Purchasing Law, 37-2-54, "no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe." Under State Purchasing Regulation 8.2.1.1.2, "any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state."

**PRODUCT ACCEPTANCE** - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

## **ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT**

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.

**State Agencies** shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

**DELIVERY** - If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

**PRICING** - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

**INVOICING** - All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

**PAYMENT** - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.